

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
(NEWARK VICINAGE)**

GREAT AMERICAN INSURANCE)	CIVIL ACTION NO.: 2:20-cv-13467
COMPANY as Subrogee of YWCA OF)	
EASTERN UNION COUNTY,)	
)	
Plaintiff,)	
)	
v.)	
)	
FAST TIME CONSTRUCTION, LLC,)	
)	
Defendant.)	

COMPLAINT

Plaintiff, GREAT AMERICAN INSURANCE COMPANY, as Subrogee of YWCA OF EASTERN UNION COUNTY (hereinafter “GREAT AMERICAN”), brings this Complaint against Defendant, FAST TIME CONSTRUCTION, LLC, and upon information and belief does say as follows:

1. This action arises from a fire that occurred at the YWCA of Eastern Union County (hereinafter “YWCA”) located at 1131 E. Jersey Street, Elizabeth, NJ 07201, on September 9, 2019.

2. Upon information and belief, through no fault or negligence of the YWCA, Defendant, FAST TIME CONSTRUCTION, LLC (hereinafter “Fast Time”), through its negligence, caused the fire to be started at the gutter and interior wall area of the YWCA in the performance of its contracted gutter repair work.

JURISDICTION

3. This Court has jurisdiction over the dispute between the parties pursuant to 28 U.S.C. §1332 (a)(1) as the amount in controversy exceeds \$75,000; and diversity of citizenship between the parties exists.

4. Plaintiff, having its principal place of business in Ohio, being incorporated there is a citizen of Ohio.

5. Defendant is a citizen of New Jersey, being incorporated and having their principal place of business located there. Upon information and belief, Fast Time's members reside in New Jersey.

6. Venue is proper in this Court pursuant to 28 U.S.C. §1391(b) as this Court sits in the district where defendant resides and is also the district where the substantial part of the events or omissions in connection with Plaintiff's claims arose.

PARTIES

7. The YWCA of Eastern Union County is three-story, wood and masonry framed structure with brick and composite siding. It was built in 1871 as a residence but now contains offices, a large gymnasium, a kitchen and several rooms to house families. It is located at 1131 E. Jersey Street, Elizabeth, NJ 07201.

8. Upon information and belief, FAST TIME CONSTRUCTION, LLC is a contractor Located at 93 Komorn St, Newark, NJ 07105. It provides construction services including building and gutter services and repair.

9. GREAT AMERICAN provided property insurance to the YWCA on the date of loss and pursuant to policy number PAC 5671321 and has, to date, paid the YWCA the sum of

\$748,575.48 to repair the damage caused by the fire, and expects to pay additional amounts to be proven at trial.

FACTS COMMON TO ALL COUNTS

10. On or about August 28, 2019, YWCA contracted Fast Time among other things to repair the gutters on the exterior of the building located at 1131 E. Jersey Street, Elizabeth, NJ 07201. A copy of the written contract is attached as Exhibit A and incorporated here by reference.

11. On or about September 4, 2019, Fast Time performed repair work to the gutters on the exterior of the building located at 1131 E. Jersey Street, Elizabeth, NJ 07201.

12. During its repair work, Fast Time and/or representatives or agents thereof utilized an open-flame propane torch to perform the repairs to the gutters.

13. At approximately 5:00 PM on September 4, 2019, Fast Time and/or representatives or agents thereof left the YWCA after performing contracted repair work.

14. At approximately 6:00 PM on September 4, 2019, smoke was sighted on the second floor of the YWCA, and a fire alarm was subsequently set off.

15. Shortly thereafter, the fire department arrived on scene and found the fire in the exterior wall of Room 6 of the YWCA adjacent to the gutter that had been repaired.

16. The families using the YWCA as a residence had to be evacuated and moved to the nearest YMCA.

17. Fire, smoke, and water damage occurred to the building as a result of the fire.

COUNT ONE – NEGLIGENCE

18. Plaintiff incorporates and re-alleges each and every allegation in paragraphs 1-17, as if previously set forth herein.

19. Defendant Fast Time owed a duty to YWCA to exercise reasonable care and diligence in the performance of its contract to repair the gutters on the exterior of the building. They took on this non-delegable duty to use and operate all equipment in the repair of the gutters, including any use of an open-flame propane torch.

20. Through the actions and inaction described herein, Defendant caused or allowed the gutters and/or soffits and/or combustible materials at or near the gutters to catch fire through its improper and/or negligent conduct in repairing the gutters, including but not limited to the improper and/or negligent use of an open-flame propane torch.

21. Fast Time knew or should have foreseen that its negligent and/or careless acts and/or omissions would cause or contribute to the roof, gutters, and/or soffits of the building catching fire and Plaintiff's foreseeable damage.

22. Fast Time failed to post or utilize a fire watch or fire watcher to observe the torched area after the combustible material was applied to the gutters.

23. After observing smoke, Fast Time took no action, did not call the Fire Department, and left the premises.

24. As a direct and proximate result thereof, Plaintiff suffered and will continue to suffer damages in an amount to be proven at trial.

COUNT TWO - BREACH OF CONTRACT

25. Plaintiff incorporates and re-alleges each and every allegation in paragraphs 1-24, as if previously set forth herein.

26. YWCA and Defendant Fast Time entered into a contract containing certain terms for the repair of the gutters on the exterior of the building located at 1131 E. Jersey Street, Elizabeth, NJ 07201. Those terms were to “repair junky gutters.”

27. The YWCA, through their conduct, satisfied the terms of the contract.

28. Defendant Fast Time failed to satisfy at least one term of the implied terms of the contract, namely, to perform its work in a good and safe workmanlike manner, and the repair itself failed.

29. This breach resulted in the YWCA suffering a loss in the amount of approximately \$1,594,577.00.

30. Plaintiff GREAT AMERICAN, as subrogee of the YWCA, has consequently suffered a loss in the amount of \$748,575.48 paid to date to YWCA pursuant to insurance policy number PAC 5671321 in effect at the time of Fast Time’s breach, and continues to suffer further damages in an amount to be proven at trial.

COUNT THREE – RES IPSA LOQUITUR

31. Plaintiff incorporates and re-alleges each and every allegation in paragraphs 1-30, as if previously set forth herein.

32. Fast Time and/or representatives or agents thereof was in the exclusive control of the repair of the gutters and instruments used therein, including an open-flame propane torch.

33. A gutter and/or interior wall such as the one located at the YWCA at the time of the fire does not ordinarily catch fire in the absence of someone’s negligence.

34. The fire did not occur due to any voluntary action, contribution, or negligence on the part of the YWCA, and there is no indication to the same.

35. As the direct and proximate cause of Fast Time's breach, Plaintiff suffered and will continue to suffer damages in an amount to be proven at trial.

JURY DEMAND

36. Plaintiff hereby demands a jury trial.

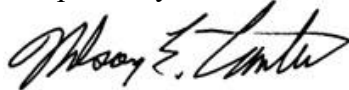
PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

1. An award of damages to Plaintiff in an amount to be determined at trial but in excess of \$75,000;
2. An award for all costs incurred herein as provided by law;
3. An award for pre-judgment and post-judgment interest as provided by law;
4. An award of such other and further relief that the Court deems just and proper.

Dated: September 28, 2020

Respectfully submitted,



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